HUNGARIAN LABOUR LAW
E - J O U R N A L

Typical Civil Law Contract or Employment Relationship?

Assessing the new Rules on Platform Work in the Light of Social Protection – Impressions

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Abstract

The legal situation of platform workers is a multi-factorial issue. It is outside the limits of current labour law protection. However, this does not mean that they are not in a vulnerable position. It is therefore important that the concepts of employment and labour law protection do not overlap. Labour law protection only covers a range of employment activities. Whether the EU rules will make any real difference is a big question. The other question is: what protection do platform workers themselves want? Are they equally interested in legislation? That is why in my study I would like to look more closely at the issues that are most relevant in this area.

Keywords: platform work, labour law, civil law, level of protection of labour law, EU law

1. Introduction

Employment as an activity is not only a matter of labour law. There is a long history of certain civil law agreements also including employment activities. For this reason, the usual delimitation issues arise in the context of the contract of agency and the contract of engagement. These delimitations constitute a separation from employment activities protected in the classical sense by labour law. The question is whether it is sufficient to deal with this relationship. Is the triad of employment contract, contract of employment, contract of agency and contract of assignment able to deal with the new forms and new employment relations? The question is particularly interesting in the context in which Nóra Jakab points out that in the 20th and 21st centuries, the employment contract is one of the

legal forms of employment, but not the only one.[1] The myriad of employment relationships poses a challenge for legislators and legal policy. We must see that it is often not only new legal relationships that pose a challenge but also atypical employment rules that have been in place for decades. Several strategies have emerged to address these issues, either moving away from or towards the employment-self-employment dichotomy.[2] Some of the changes were generated by technological changes. These changes are changes that are also changing the nature of work. And changes like work also bring with them questions that require a reinterpretation of the subjects of labour law.[3] The statics and dynamics of labour law are also changing significantly. And this transformation can be rapid and in some cases radical. Working across platforms is a striking example. The amount of work done through such platforms is steadily increasing.[4] The law itself is already challenged by the need to regulate the relationships of an ever-growing group of individuals. This is all the more true when it is not a homogeneous group. This is also because the activities of each platform also vary considerably. In this diversity, there are perhaps two distinctive groups of platforms that can provide some points of alignment. One is crowded work, the other is work on demand via apps. In the first case, all phases of the work, and all phases of the associated contracting process, take place in the online space. In the second case, it takes the form of a complex contractual arrangement and an atypical tripartite relationship. This type of work is characterised by the fact that the actual work is some kind of physical work (assembly, courier, etc.). In essence, the main feature here is the request for labour via the application.[5] The main question is whether these relationships can be covered by employment law protection. Is there a demand from platform workers?[6] What is the contractual structure and how is it affected by the Platform Work Directive? How will it change if social protection changes? The rest of the paper will seek to answer these questions. We will not look at the full range but narrow the focus of the study. The most problematic part of the study will be to look at working through an app.

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1 Jakab, Nóra: Munkavégzők a munkavégzési viszonyok rendszerében. *Jogtudományi Közlöny,* 2015/9. 421–432.

2 Jakab op. cit.

3 Zsófia Riczu – Gábor Mélypataki – Dávid Adrián Máté: Concepts of Work: from Traditional Social-Labor Ideas to Modern Effects of Digital Transformation. *Journal of Digital Technologies and Law,* Vol. 1, Iss. 1. (2023) 175–190. https://doi.org/10.21202/jdtl.2023.7

4 Tóth, Hilda: Az algoritmikus menedzsment a platform alapú munkavégzésben. *Miskolci Jogi Szemle,* 2022/2. 449–458.; Szánthó, Péter: Platform-munkavállalók védelmének uniós szabályozása. *Gazdaság és Jog,* 2022/5–6. 52–55.

5 Valerio De Stefano: The rise of the „just-in-time workforce": On-demand work, crowd work and labour protection in the „gig economy". *Conditions of work and employment series*, No 71. ILO, Geneva, 2016. https://tinyurl.com/4d99nkp5

6 Szekeres, Bernadett – Mélypataki, Gábor: A kényszer-önfoglalkoztatás helyzete a KATA változásai kapcsán.*Munkajog*, 2022/4. 33–39.

2. What do we see at first sight?

If you want to map the relations, the first thing you see is that we are talking about a tri-polar relationship. Tripartite legal relationships are a special form of contract within both private law and labour law. Tripartite legal relationships generally belong to the atypical forms. It should be added, however, that while in civil law relationships, too, we are generally speaking of a contractual relationship between three parties of equal or near-equal status, at least one of the three contractual relationships in labour law is based on subordination. To explore the system of contractual obligations, we must first clarify the role of each subject in the legal relationship. Within the legal relationship, we distinguish the customer who sends the order through the application. Our second subject is the platform or the platform owner/operator, who links the customer with the person who performs the work/provides the service. The latter is the platform worker. According to the operating mechanism of the relationship, the customer opens the application and chooses the service that suits him. The platform processes this and either displays it in the system with the appropriate parameters or assigns the task to the platform worker. The platform worker completes the service/performs the job. At the same time, the service can be paid for in several ways, but typically the customer pays in advance through one of the payment channels preferred by the platform. Consequently, an accounting issue arises between the platform and the platform worker and how this is contractually settled. Hence the question: what is the contractual arrangement?

The European Union (hereinafter: EU) has tried to answer this question in its legislative activity. The proposal for a directive on platform work refers to the contractual relationship between the platform worker and the platform as a platform work contract. However, the proposed Directive provides a rather open definition. This means that the EU legislator is not fully engaged in a confrontation with the Member States, as it largely leaves these contracts to the interpretation of national legislation. This in itself carries with it the uncertainty of how social protection will be guaranteed and how, in practice, states will interpret certain legal relationships differently within the same framework. If there is to be an alignment between solutions, it will come through the application of EU case law. But in the meantime, uncertainty remains on the contractual construction. The EU legislator has also perceived the problem. Perhaps to counteract this, it has been suggested that there should be a reference basis for the provision of social protection. A political agreement on the 'Proposal for a Council Recommendation on access to social protection for employed and self-employed persons' was reached in the Council. The agreement sets out a system of criteria which it considers to be the minimum standard in the cases outlined. The importance of this set of criteria is that it formulates both the rules for effective protection and the criterion of adequacy. Why is it necessary to talk about this? Because until a uniform practice for platform work is developed, the solutions for labour law and the solutions for self-employed workers will be applied in parallel. If we look only at the

existing solutions, there are plenty of examples of both.[7] What is certain so far is that we are seeing a tripartite legal relationship, the legal status of which is constantly evolving.[8] We also see that the law is primarily interested in the contractual relationship between the platform worker and the platform. It does not regulate the legal relationship between the client and the platform or between the client and the platform worker. This in itself may give rise to assumptions. For our part, however, we would not run so far ahead. We consider it necessary to look at each of these relationships individually. Most studies in the literature focus "only" on the relationship between platform worker and platform. In our opinion, the others are equally important. One of the central issues of the topic is contractual freedom. Within this, is the freedom to choose a partner.[9] The question is, in the case of platform work, can we talk about the freedom of choice of a partner? Péter Bodnár Miskolczi points out that the contracting parties choose together the type of contract they wish to conclude and it's content. The issue of comity-dispositive in the area of freedom of contract is mainly related to the freedom to determine the content of the contract.[10] The immediate question is, can we talk about this type of contractual freedom here?

3. Contractual freedom – free choice of partner and form

In terms of contractual freedom, if we look at these relations, one of the first questions is always: is the person who provides the service, the platform worker, doing so as an employee of the service provider or as a self-employed person? If we order a service through an application, it is performed by the service provider. The communication between the parties is also done through the application. The relations show that the consumer and the service provider have a service contract with each other, but the company that owns the platform is also a partner. The key issue is therefore not the relationship between the consumer and the service provider, but the legal relationship between the platform owner and the service provider. Platform owners are said to play a passive role in this relationship, providing the platform and the market. The active role is played by the consumer and the service provider. To define the service provider, I use the definition of employee, as the platform providers impose similar conditions as in normal employment relationships, but do not provide similar protection and security. Most companies reject the possibilities of employment relationships within the gig economy. The level of protection is very low. In the Hungarian context, the entry into force of the KATA law has brought a change. These changes have mostly occurred in the case of food delivery platforms. Or,

7 Szekeres–Mélypataki op. cit.; Mélypataki et al. op. cit.

8 Makó, Csaba –Illéssy, Miklós –Pap, József: Munkavégzés a platformalapú gazdaságban. A foglalkoztatás egy lehetséges modellje? *Közgazdasági Szemle,* 2020/november 1112–1129.

9 Miskolczi-Bodnár, Péter: Kógencia és diszpozitivitás a szerződési jogban. *Gazdaság és Jog*, 2023/1–2. 41.

10 Ibid.

to be more precise, couriers represent the masses whose actions have an impact. The major platform providers have adopted different tools following the changes. The largest providers have remained within the framework of civil law and have tended to provide assistance that is conceivable within this framework. Some of the platforms have tried to transform the status and position of their platform workers. The best-known attempt belongs to the "kifli.hu" site. The "kifli.hu" site is a solution that transforms the former so-called "contractor" contractual relationship. As a consequence, couriers working for the company will continue to work as employees.[11] However, this raises some questions that are at least worth asking in the context of this article.

The first and most important question is how the switchover happened from one minute to the next. Was the changeover subject to vested rights? Linked to this, to what extent is the nature of employment itself being transformed? How will this affect competition? To answer these questions and to examine future trends, it is also necessary to look at the employment side. Do we also need to look at this rapid change in the sense that the previous civil law practice functioned as a disguised employment relationship? How is it even possible to transform such a legal relationship overnight and bring it into line with the rules of the Labour Code? Reading the contractual terms and conditions on the platform's website, the suspicion of a hidden employment practice is growing.[12]

When examining these forms of platform work, much research does not examine the legal relationship that platform workers want. Do they want a traditional employment relationship?[13] Would they remain within the civil law framework? For a significant proportion of platform workers, flexibility is the watchword in this relationship. This has direct labour market benefits.

4. Relations between the parties

What can we learn from this? Despite the draft regulation, the situation is still uncertain. If we look at the relationship between the platform worker and the customer, we could think primarily in terms of a consumer contract, along the lines of sites such as Amazon or eMAG in this country. The product purchased on a common platform is not always provided by the platform provider itself but is passed on to the named company. From that point onwards, the contractual relationship, including issues of non-contractual performance, is to be interpreted in the context of the relationship between the undertaking and the customer. In this case, the platform or where it is purchased is a collection

11 Felveszi a Kifli az eddig katázó futárait alkalmazotti munkaviszonyba. *Trademagazin,* 2022. 08. 30. https://trademagazin.hu/hu/felveszi-a-kifli-az-eddig-katazo-futarait-alkalmazotti-munkaviszonyba/

12 Tóth op. cit. 455.

13 A Futárok a KATA-ért elmondja hogyan tervezik folytatni. *Partizán,* E646, 21. 07. 2022. https://rss.com/podcasts/partizan-podcast/559262/; Iván-Nagy, Szilvia: Hiába az alkalmazotti lehetőség, a 350-ből 150 futár távozott a Kiflitől. *Telex,* 2022. szeptember 6. https://telex.hu/belfold/2022/09/06/kiflihu-futar-felvetel-kata-akadozas

site for the services of each business. This has a major impact on the way consumer contracts are judged. It can also be seen from all this that if there were a live relationship. The platform would in this case act as an intermediary. This completely reverses the relationship. The classic concept of an intermediary contract, which deals with the situation of independent commercial agents, is less meaningful here. In this situation, however, it is not the self-employed commercial agents who are the intermediaries, but the platform owner who provides a platform, which in principle is the arena for the contracting between the client and the platform worker. The question is, should we imagine the contractual relationship in this construct? Indeed, the relationship between the client and the platform worker is influenced by the relationship between the platform worker and the platform. It is therefore important to mention the case C-434/15 Asociación Professional Elite Taxi v. Uber Systems Spain. In that case, the court pointed out that Uber seeks out or contacts non-professional drivers and provides them with many IT tools, including an interface, which enables them to contact persons wishing to make intra-city journeys who access the service via an IT application of the same name. Uber operates for profit.[14] It was the legal qualification of this that needed to be investigated as a matter of priority. This means that the platform is not just providing a digital marketplace, but much more than that. As a result, its contractual expectations are higher, and it would be much more likely to assert the triple power of direction, command and control.[15]

Consequently, the relations between the parties cannot be dissected, as the qualification and perception of one are influenced by the other. It is therefore important to stress that the contractual relationship between the platform worker and the platform determines their relationship with the third party. Not only the relationship of the platform worker but also the platform. It is necessary to highlight a practical example for full understanding.

5. How many contracts are we talking about?

If you look at the contractual relationships between platforms, you see that we are talking about contract packages. A contract package that is framed by general contractual conditions. The general terms and conditions tell you what kind of contract you need to enter into to have a legal relationship. The contract package for each platform has significant similarities, even though they may be interested in different areas. The following is an example of Deliveroo Hero Hungary,[16] which covers a large number of couriers in Hungary and operates the FoodPanda platform, which is currently transforming.

14 Jeremias Prassl –Martin Risak: Uber, Taskrabbit, & co: platforms as employers? Rethinking the legal analysis of crowd work. *Comparative Labor Law and Policy Journal*, 2016/8. 1–30.

15 Gábor Mélypataki – Zsófia Riczu – Dávid Máté – Panggih Kusuma Ningrum: The Role of the Artificial Intelligence in the Labour Law Relations in European and Asian Aspec. *İnsan ve İnsan Dergisi,* Vol. 8, Iss. 30. (2021) 69–83.

16 https://www.foodora.hu/contents/szerzodes-aszf

1. "DHH delivery contract" – The courier undertakes a courier service for the delivery of goods, acting as a subcontractor or postal intermediary of the platform.
2. Like the other contracts, this is a mandatory requirement for the work to be done. The way and the system through which the invoicing is done is unilaterally determined by Foodpanda. What is more, the online billing interface specifies which of the several packages must be used.
3. This contract is used to create more employer assets. These are described in more detail later.
4. The platform may transfer its rights and obligations to a third party.

The question then arises: are we talking about a contract package based on the above, or is this a contract with four separate units? Looking at the example, it is important to point out that several contracts between the courier and the platform are necessary for the courier to receive requests and carry out delivery activities. Each of these contracts is an integral part of the other, a request included in a "DHH delivery contract" can only be expected in an active period, while an active period can only be selected based on a "DHH marketing service". An "invoicing mandate contract" is required for the other contracts. Therefore, it must be said that the agreements examined in the example are integral parts of a contract and cannot be used on their own. The question is, however, why is it necessary to place these agreements in a separate document? Is this solution intended to ensure transparency or to obscure the actual legal relationship? In our view, the latter is preferable, and here we would also refer back to the kifli.hu case. An existing contractual relationship can only be adapted from an agency relationship to an employment relationship overnight if it already contained the relevant elements in the original contract.

6. Response to the Directive proposal

The EU legislator felt the issue's adequacy, which is why it started to develop a directive on platform work. The European Parliament strongly believes that formal and effective protection by socal protection systems, the adequacy and transparency of such systems should apply to all workers, including the self-employed. The European Parliament calls on the Member States to implement fully and without delay the Council Recommendation of 8 November 2019 on access to social protection for employed and self-employed workers. In this context, it is determined that Member States should take measures relating to the social protection of platform workers.[17] But what level of protection should this be? That is not addressed in the resolution. Firstly, because the proposal for a directive defines the concept of platform work and, secondly, because it takes the provisions of the Council

[17] European Parliament resolution of 16 September 2021 on fair working conditions, rights and social protection for platform workers – new forms of employment linked to digital development.

decision mentioned above as a guide. The Council Decision, as mentioned earlier, sets out guidelines which Member States would be well advised to draw up when regulating platform work. It does so, I might add, by treating the concepts of self-employed workers and employees as interdependent. This is interesting from the point of view that the EU legislator did not want/did not dare to make a clearer distinction between the subjects of this form of contract. As usual, the EU is implementing a very open and, in our view, very watered-down set of rules. This is not a new phenomenon, one only has to look at previous labour and social law jurisprudence. On the one hand, it is understandable that it does not want to inadvertently exclude major groups from protection. But it is not certain that it will lead to results either since it sets the framework of national legislation as the scope of interpretation. The problems of treaty construction stem precisely from this. On the one hand, it treats self-employed workers and employees as a single group. It is true that self-employed workers in these sectors are often forced labour and are similarly vulnerable to workers. It is also true that their social protection may be lower than that of employees.[18] However, it should also be added that if a labour market legally offers a legal relationship with perhaps fewer obligations, a significant proportion of platforms will not opt for a more tied employment relationship. They may try to give some kind of discount within the given framework, but if not specifically required by the legislator, this is only optional. Hence the question in the title of the paper cannot be answered in a real way, because it can be both an employment relationship and a civil law relationship, given the knowledge of the subjects. A much clearer situation would have resulted if it had been treated as a separate legal relationship. It is worth pointing out that the stricter conditions of the General Labour Guarantee rules could be of particular importance. In this context, it should also be noted that workers and self-employed workers do not need the same protection.[19]

At present, we are at the point where employment through an app could be both under a civil law contract and under a labour law contract. However, a specific intermediate solution could be the most desirable. But let's look at variations.

6.1. Temporary work as a possible scheme?

If we imagine platform work within the framework of the employment relationship, it is necessary to start from the assumption that the workplace means stability. We hold this view not only for typical but also for atypical forms of work. Stability does not depend on the amount of working time, as the workplace is the basis of the employment relationship. The workplace is where employers and trade

[18] Bernadett Solymosi-Szekeres: Les difficultés des législations du travail allemande et hongroise face à l'élargissement du champ d'application personnel du droit du travail de l'UE. *Revue de Droit Comparee du Travail et de la Securiti Sociale*, 2023/1. 84–99.

[19] Gyulaváři, Tamás: Hakni gazdaság a láthatáron: az internetes munka fogalma és sajtosságai. *Iustum Aequum Salutare*, vol. XV., 2019/1. 25–51.

unions can debate, where workers can strike and exercise their other collective rights. The workplace also provides the identity of the majority of workers and employers. Workers do their work in the workplace and interact with their employers. One of the main questions is whether the worker retains his or her status as an employee even if the place of work in the classical sense ceases to exist. The definition of the workplace should be interpreted as a broader definition than, for example, in the case of temporary agency workers. In the case of temporary agency work, the place of work is not provided by the employer.[20] The employer is a labour-hire company, i.e. the lender. The lender is the employer who temporarily hires an employee who is employed by the employer for a loan to work under the direction of the borrower. The employer under whose direction the worker is temporarily employed. The relationship between the parties involved in temporary agency work can be described as a triangle. The temporary employment agency is the actual employer who has a contractual relationship with the worker. The borrower is an underlying employer who, although not under contract with the worker, provides the actual place of work… In this context, it is also necessary to stress that the temporary worker is the worker who is employed by the lender for the loan and for whom the rights of the employer are shared between the lender and the borrower during the temporary agency. A related question is how the term "workplace" is interpreted. As pointed out by Kártyás, it is questionable within what geographical scope this should be sought in the case of temporary agency work if the place of work is not expressly provided for in the employment contract. Indeed, the "usual" place of work here can mean both the current (or last) borrower's place of business and the lender's entire sphere of operations, although the two interpretations are far from identical from the point of view of the employee – or the protective force of the termination restriction.[21] The employer's role is doubled in this atypical working relationship. The worker has a contract with the lender, who does not have a physical place of work of his own. We can speak of a dematerialized workplace. The secondary employer (the borrower) does not have a contract with the employee but does have a physical place of work. This workplace makes up for the lack of a workplace provided by the lender. The lender and the borrowing undertaking agree between themselves to delegate the exercise of the employer's powers. Application-based employment is very similar to temporary agency work. The legal relationship and the structure of the relations between the parties are similar, but the role of the third party in this relationship is fundamentally different. The borrower of temporary agency work is a passive element in the sense that he is the recipient of the service. In contrast, when using an app-based service, the consumer is an active partner in the employment relationship created by the gig economy. The consumer orders the services, for example by calling Uber. However, such an employment relationship,

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20 Prugberger, Tamás: A munkavállaló szerződéstől eltérő foglalkoztatása, a posting és a munkaerő-kölcsönzés, *Magyar Jog*, 2016/4. 211–216.; Prugberger, Tamás: *Magyar munka- és közszolgálati jogi reform európai kitekintéssel*. Miskolc, Novotni Alapítvány a Magánjog Fejlesztéséért, 2013.; Kártyás, Gábor: *Munkaerő-kölcsönzés Magyarországon és az Európai Unióban*. PhD értekezés. Budapest, 2011. 17., 45. footnote.

21 Gábor Kártyás: Flexible separation. Termination of the employment contract in agency work. *Hungarian Labour Law E-Journal*, 2015/2. 17.

which is also essentially a tripartite one, is not entirely comparable to temporary employment. The latter is a tripartite relationship consisting of two intertwined but separate contracts. The object of both contracts is that the worker is "used" by a third party who does not have a classical employment relationship with the worker.[22] We agree with Ales, who says: "The digitalization of business can also lead to the dematerialization of the company. This will happen first and foremost with businesses that provide, through the app, a virtual marketplace where service providers (employees) and customers can satisfy their mutual interests and needs within the framework provided by the platform, along with the built-in guarantees."[23]

The consumer receives services, but unlike in the case of temporary agency work, the consumer does not become the secondary employer of the worker during the work related to the use of the service. We cannot speak of a specific place of work, since this place of work is independent of the abstract definition of labour law and since it is the place of work that is the actual place of activity. By ILO Recommendation 198, in employment relationships, work must be performed during a working day and at a place determined or agreed upon by the party requesting the work (employer), but the person working in the gig economy is free to decide when to work.[24] The place of work is determined by the employer in the typical employment relationship (the concrete and the abstract workplace)[25]. In the new digital forms of employment, the workplace and, within it, the place of work is mostly determined by the employee. This is the case for work activities that either take place entirely in the online space or where location is not important. In another part of the cases, the place of work will be determined by the place where the service is provided.

This setup is also a tripartite relationship, but it is a service contract between the consumer and the company. The consumer has bought the services (fast food, taxi) but, unlike in the case of temporary agency work, he has not bought the labour of the worker. The borrower "buys labour" from the lender. The borrower replaces the primary employer. The level of social security is hardly reduced as the main character of these employment relationships is constant. The level of protection of the employment contract is similar to that of a typical employment contract.

22 Edoardo Ales: Protecting Work in the Digital Transformation: Rethinkingthe Typological Approach in the Intrinsically Triangular Relationship Perspective. In: Edoardo Ales et. al. (ed.): *Working in Digital and Smart Organizations Legal, Economic and Organizational Perspectives on the Digitalization of Labour Relations*. Palgrave Macmilan, 2018. 16.

23 Ibid.

24 Rácz, Ildikó: A sharing economy munkajogi kihívásai, különös tekintettel az uberizált munkaerőre. *Doktori Műhelytanulmányok*, 2017. 277.

25 ILO 198.

6.2. Self-employed contractor

Under the current regulatory structure, self-employment is a fully operational construct. As mentioned above, the Directive does not envisage only an employment relationship. This is also confirmed by the proposed Article 5 Member States shall ensure that either party may challenge in judicial and/or administrative proceedings that the relationship between the parties is an employment relationship. In such a case, the burden of proof is on the digital employment platform. Such proceedings do not have a suspensive effect on the application of the legal presumption. If a person working on the platform argues that the contractual relationship is not an employment relationship as defined by law, collective agreement, or collective bargaining agreement, the platform is obliged, by the practice in the country concerned, to assist in the proper settlement of the following. However, the question is how to interpret this rule once it comes into force. If it is proven that it is not an employment relationship, can the relationship between the parties be considered as platform employment or will it automatically be classified as a different legal relationship? If, however, it is only an employment relationship, why have both the European Parliament and the Council separately adopted their resolutions in which self-employed workers are also mentioned as a subject?

7. Summary under social protection

In his study, József Hajdú highlights[26] that the misclassification of digital platform workers as self-employed in platform-based work can create uncertainty and deprive them of certain rights. These include the right to social security. To this end, the Parliament and Council resolutions and decisions mentioned above have been adopted. In Europe, the network of social benefits is based on solidarity. To this end, it is essential to involve those working on the platform. There are two reasons for this. One is to increase protection and the other is to ensure financial sustainability. In the current structure, many people do platform work as a complementary activity to their employment or other social benefits. At first sight, the issue does not seem pressing. However, it is worth referring back to the beginning of the study, where we also quoted the expected growth in this segment. This will also mean that there will be a mass of people who will see this as a primary source of income, and from which social security should be derived. The EU has the treaty mandate to develop complementary schemes, linked to national rules. In this context, they could have an impact on the design of minimum rules in particular. But the question is how? Is it necessary to treat employees and the self-employed in the same way in all respects? Are they entitled to the same protection from the platform? Does it make

[26] Hajdú, József: A digitális platform munka szabályozásának néhány szociális biztonsági vonatkozása az Európai Unióban. In: Ábrahám, Márta – Berke, Gyula – Tálné Molnár, Erika (szerk.): *Exemplis discimus. Emlékkötet Radnay József születésének 95. évfordulójára*. Budapest, Kúria–Pázmány Press, 2022. 115–129.

sense to distinguish between employment and self-employment? If we look at EU rules then not much, if we look at practice only one thing is certain – uncertainty. So, in light of this, if we want to answer the question posed in the title of the study, we have to say that we do not know at the moment. Practice will determine this and social protection will adapt to it.